

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

JUDGE SWAIN
Southern
ROBERT MORGALO

District of New York

SUMMONS IN A CIVIL ACTION

V.
RUEBEN BLADES & RUBEN BLADES
PRODUCTIONS, INC

CASE NUMBER:

08 CIV 4079

TO: (Name and address of Defendant)

135 W. 50th St., 12th FL, New York, NY 10020

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Dwight Yellen
Michael J Sheppeard
Ballon Stoll Bader & Nadler, P.C.
729 Seventh Ave. -- 17th FL.
New York, New York 10019

an answer to the complaint which is served on you with this summons, within 30 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

MAY 01 2008

J. MICHAEL McMAHON

CLERK

[Signature]

DATE

(By) DEPUTY CLERK

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROBERT MORGALO,

Plaintiff

v.

RUBEN BLADES

and

RUBEN BLADES PRODUCTIONS, INC.

Defendants

'08 CIV 40797



COMPLAINT

Plaintiff, Robert Morgalo, through his undersigned counsel, asserts the following Complaint against Defendants, Ruben Blades and Ruben Blades Productions, Inc.

1. Plaintiff, Robert Morgalo, is an individual, a private figure, and a citizen of the Commonwealth of Pennsylvania.

2. Defendant, Ruben Blades ("Blades"), is an individual and a citizen of the Republic of Panama.

3. Defendant, Ruben Blades Productions, Inc. ("Blades Productions") is a New York corporation with a principal place of business at 135 West 50th Street, 12th floor, New York, New York 10020-1299.

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

5. Venue in this District is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this District.

6. For more than eighteen years, Plaintiff has been involved in the business of promoting and representing performers of salsa or Latin music, including Defendant Blades.

7. In 1999, Plaintiff and Arturo Martinez formed a corporation known as Martinez, Morgalo & Associates, Inc. ("M & M Associates"), which represented Defendant Blades, among other performers.

8. As Blades's agent and representative, M & M Associates arranged Blades's performance bookings, advertising, press relations, transportation, hotel reservations, payroll, and other aspects of Blades's entertainment and personal business.

9. On or about May 8, 2007, while Defendant Blades was serving as Minister of Tourism of Panama, Blades held a press conference in Panama in which he accused Plaintiff (as well as Arturo Martinez) of having "robbed" Blades and one William Colon of over \$100,000 from the proceeds of a concert that Blades and Colon held jointly in Puerto Rico approximately four years earlier (May 2003).

10. Blades's accusation against Plaintiff was totally false and Blades knew or should have known it was false.

11. Plaintiff had no involvement whatsoever with the planning, logistics, finances, revenues, expenditures, or any other aspect of the joint Blades-Colon concert held in Puerto Rico in May 2003, and Blades was well aware of that fact at the time.

12. Plaintiff was in active service in the U.S. Army for more than five years starting in January 2003, which included nearly one year in Iraq starting approximately one month before the May 2003 concert was held.

13. As soon as Plaintiff received his order to report for active service in January 2003, Plaintiff informed Defendant Blades of the order and advised Defendant Blades that, under those circumstances, Blades in the future would have to deal with Plaintiff's then-partner in M & M Associates, Arturo Martinez.

14. Plaintiff never received any money whatsoever from the May 2003 concert.

15. Blades had no basis whatsoever for making the serious charges of criminality against Plaintiff that he made.

16. Because of Blades's prominence, not only as an internationally renowned musician and actor, but also as Minister of Tourism for the Republic of Panama, Blades's false and defamatory accusations against Plaintiff received widespread international publicity throughout the entertainment industry, and particularly among those in the business of salsa or Latin music on whom Plaintiff depends for his business, reputation and livelihood.

17. While the publication and dissemination of Blades's defamatory remarks were widespread, they were particularly predominant in this District, which was the principal place of business of M & M Associates, as well as the principal place of business of Defendant Blades Productions, as well as a center of print and broadcasting media, as well as a center of the entertainment industry in general and Latin or salsa music in particular.

18. Examples of the reports of Defendant Blades's false accusations, which Blades delivered in the Spanish language, are attached hereto and incorporated herein as follows: Exhibit "A" is a copy of an on-line printout of an Associated Press report written by Juan Zamorano, in Spanish, dated May 9, 2007 and printed May 17, 2007; Exhibit "B" is an English translation of Exhibit "A"; Exhibit "C" is a Certification of Interpreter affirming that Exhibit "B" is a true and accurate translation of Exhibit "A"; Exhibit "D" is a copy of an on-line printout of

an article, in Spanish, from "People en Español," printed May 17, 2007; Exhibit "E" is an English translation of Exhibit "D"; and Exhibit "F" is a Certification of Interpreter affirming that Exhibit "E" is a true and accurate translation of Exhibit "D."

19. Blades's false and defamatory accusations against Plaintiff have had a devastating effect on Plaintiff's prestige, reputation, earnings, future earning capacity, and on his ability to re-enter the music promotion industry after his discharge from active military service.

COUNT I

Robert Morgalo v. Ruben Blades

20. Plaintiff incorporates by reference the allegations in paragraphs 1-19 above.

21. Blades's accusations against Plaintiff set forth above were false.

22. Blades's statements were defamatory and defamatory per se in that they falsely accuse Plaintiff of criminal misconduct.

23. Blades's statements were intended to apply to Plaintiff.

24. Blades's statements were understood by the recipients as defamatory and as applying to Plaintiff.

25. No privilege existed that would have excused or justified the defamatory statements set forth above. In the alternative, Blades abused any such privilege.

26. As a direct and proximate result of Blades's defamatory statements set forth above, Plaintiff has suffered and will continue to suffer special harm and actual harm, including, but not limited to, the following:

- a) damage to his personal and professional prestige and reputation;
- b) humiliation;

- c) mental anguish and emotional distress; and
- d) loss of business opportunities, clientele and revenue.

27. Blades's statements have blackened Plaintiff's reputation; have held Plaintiff up to public shame, scorn and obloquy; and have deterred third parties from associating or dealing with him.

28. Blades acted intentionally, recklessly and/or negligently.

29. Blades's conduct set forth above was wanton, willful, outrageous, and in reckless disregard of Plaintiff's rights, such as to warrant the imposition of punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant Ruben Blades for compensatory damages, in an amount to be determined at trial but reasonably believed to be in excess of \$75,000, plus punitive damages in excess of \$75,000, plus interest, costs, counsel fees, and such further relief as the Court deems just and appropriate.

COUNT II

Robert Morgalo v. Ruben Blades Productions, Inc.

30. Plaintiff incorporates by reference the allegations in paragraphs 1-29 above.

31. On information and belief, at all times relevant hereto, Blades was the sole officer, director and shareholder of Blades Productions.

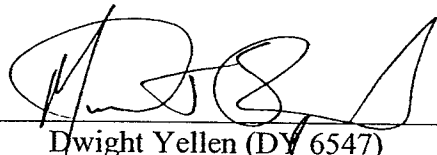
32. At all times relevant hereto, Blades was acting both individually and as an agent of Blades Productions, and within the course and scope of his agency for Blades Productions.

33. Blades Productions is vicariously liable to Plaintiff under respondeat superior.

WHEREFORE, Plaintiff demands judgment against Defendant Ruben Blades for compensatory damages, in an amount to be determined at trial but reasonably believed to be in excess of \$75,000, plus punitive damages in excess of \$75,000, plus interest, costs, counsel fees, and such further relief as the Court deems just and appropriate.

Dated: New York, New York
29 April 2008

BALLON STOLL BADER AND NADLER, P.C.

By: 
Dwight Yellen (DY 6547)
Michael J. Sheppard (MS9115)
Attorneys for Plaintiff
729 Seventh Ave – 17th Fl.
New York, New York 10019
212.575.7900

Blades apenado con demanda de Colón

Por JUAN ZAMORANO - PANAMA - Mayo 09, 2007

AP Associated Press Los que soñaban con ver nuevamente a los legendarios de la salsa Rubén Blades y Willie Colón compartiendo escenario, se quedarán con las ganas. Los otrora compañeros en la música, ahora están en pleito.

Blades juró no volver a subir a una tarima con el famoso trombonista que lo proyectó en la salsa.

El cantautor panameño, ministro de Turismo desde el 2004, se expresó el martes apenado con la demanda presentada en su contra por Colón por supuesto incumplimiento de contrato en un concierto que realizaron ambos en 2003, y aseguró que se trata de un caso en que "nos robaron a los dos".

Blades dijo que nadie lo había emplazado aún sobre esa querella y que conocía del asunto sólo por los periódicos.

"Yo sinceramente no entiendo esto", manifestó a periodistas de medios extranjeros.

La reacción del intérprete de "Pedro Navaja" tiene lugar después de informarse desde San Juan que Colón había demandado al salsero panameño por incumplimiento de un contrato relativo al espectáculo que ambos presentaron hace cuatro años en un estadio de béisbol en San Juan, para celebrar el 25 aniversario del álbum "Siembra", que fue todo un éxito.

Los representantes legales de Colón argumentan que un acuerdo previo a ese espectáculo establecía que Blades se encargaría de todos los aspectos comerciales del concierto, incluyendo el cobro de 350.000 a los promotores y el pago de 175.000 a Colón por su participación.

Colón le reclama a Blades 115.000 dólares, más el pago de intereses y honorarios de abogados.

Pero Blades negó ese acuerdo, y explicó que dos personas que los representaron tanto a él como a Colón y que recibieron el dinero de los promotores, fueron los que malgastaron la mitad del pago. Los representantes, con los que según Blades había trabajado sin problemas varios años, fueron identificados como Arturo Martínez y Robert Morgalo.

Blades aseguró que poco antes del concierto se comunicó con los promotores en Puerto Rico y que éstos comprobaron el pago, pero que los representantes basados en Nueva York utilizaron la "mitad del dinero para otras cosas".

Refirió que su política siempre había sido cobrar todo antes de presentar cualquier concierto, pero que ante la situación presentada decidió de todas maneras cantar en San Juan, incluso, por recomendaciones y para evitar una demanda.

Aseguró que parte de los gastos en Puerto Rico los pagaron por un dinero que les prestó el salsero Gilberto Santa Rosa, que luego le devolvieron.

EXHIBIT "A"
(p. 1)

<http://latino.msn.com/entretenimiento/noticias/articles/articlepage.aspx?cp-documentid=48...> 5/17/2007

Blades apenado con demanda de Colón -Entretenimiento Noticias - MSN Latino

Page 2 of 2

Blades dijo que no demandó a sus representantes porque no tenían plata y se habían metido en problemas. "Nunca en mi vida me había pasado. Esto nos pasó a los dos".

Subrayó que "a mí también me robaron. Nos robaron a los dos".

El abogado de Colón, Juan Saavedra Castro, dijo el martes a la AP en San Juan que la demanda civil podría transarse fuera de los tribunales si Blades le paga a Colón.

"Colón siempre intentó mantener esto fuera de la luz pública y trató de resolverlo extrajudicialmente y lamentablemente no pudo hacerlo", indicó.

Blades comentó que Colón no lo contactó en la reciente visita que hizo a Panamá con motivo de un concierto que presentó con el venezolano Oscar de León, el 31 de abril.

"Nadie está hablando de mi pérdida", manifestó Blades, quien admite que Colón lo proyectó en la salsa a fines de los años 70. "Toda la vida lo respetaré; es un excelente músico. Quizás se haya equivocado (en este caso)".

Colón fue el productor de "Siembra", una producción de fines de los 70 que incluye el clásico "Pedro Navaja".

Sobre si volvería a compartir tarima con su ex compañero, Blades fue tajante: "Más nunca me subiré a un escenario con Colón".

El reportero de la AP en San Juan, Manuel Rivera, contribuyó con este reporte.

*Copyright © 2007 Associated Press. Todos los derechos reservados.
Este material no puede ser publicado, difundido*

EXHIBIT "A"
(p. 2)

Associated Press/by Juan Zamorano

Dated 5/9/07

Printed 5/17/07

“Blades Saddened by Colón’s Claim”

Those who dreamed of seeing the salsa legends Rubén Blades and Willie Colón sharing the stage again will have to keep dreaming. The former music companions are now in litigation.

Blades swore he wouldn’t return to the stage with the famous trombonist who launched him into salsa.

The Panamanian singer/songwriter, Minister of Tourism since 2004, said he was saddened by the Complaint that Colón filed against him alleging breach of contract for the concert that the two performed in 2003, and asserted that it was a case where “they robbed both of us.”

Blades said that no one had even served him with the Complaint and that he learned about the matter only from the newspapers.

“I really don’t understand this,” Blades declared to foreign journalists.

The reaction from the performer of “Pedro Navja” takes place after Blades learned from San Juan that Colón had sued the Panamanian salsa musician for breaching a contract for the show that the two performed four years ago in a baseball stadium in San Juan to celebrate the 25th anniversary of the album “Siembra,” which was a total success.

Colón’s legal representatives argued that an agreement prior to the show established that Blades would be responsible for all commercial aspects of the concert, including the collection of \$350,000 from the promoters and the payment of \$175,000 to Colón for his participation.

Colón is seeking \$115,000 from Blades plus interest and attorney fees.

But Blades denied the agreement, and explained that two people who represented him as well as Colón and who received the money from the promoters were the ones who misspent half of the payment. The representatives, with whom, according to Blades, he had worked without problems for several years, were identified as Arturo Martinez and Robert Morgalo.

Blades affirmed that soon before the concert he communicated with the promoters in Puerto Rico and that they confirmed the payment, but that the representatives based in New York used “half of the money for other things.”

EXHIBIT “B”

(p. 1)

Blades related that his policy had always been to collect all monies before performing any concert, but that in this situation he decided to sing in San Juan anyway in order to avoid a lawsuit.

Blades affirmed that part of the expenses in Puerto Rico were paid from money that the salsa musician Gilberto Santa Rosa lent them and that they later returned to him.

Blades said that he didn't sue his representatives because they didn't have money and because they had gotten into trouble. "Never in my life has this happened. This happened to both of us."

He emphasized that "they robbed me too. They robbed both of us."

Colón's lawyer, Juan Saavedra Castro, said on Tuesday to AP in San Juan that the civil case could settle out of court if Blades pays Colón.

"Colón always wanted to keep this out of the public light and he tried to resolve it out of court, and unfortunately he wasn't able to do it," Saavedra Castro said.

Blades commented that Colón didn't contact him during the recent visit Colón made to Panama for a concert he performed with the Venezuelan Oscar de León on April 31.

"No one is talking about my loss," said Blades, who admits that Colón launched him into salsa music at the end of the 1970's. "I will respect him my whole life; he's an excellent musician. Maybe he made a mistake (in this case)."

Colón was the producer of "Siembra," a production from the end of the 1970's that includes the classic "Pedro Navaja."

On whether he would again share the stage with his former companion, Blades was cutting: "I will never go back on stage with Colón."

The reporter from AP in San Juan, Manuel Rivera, contributed to this report.

EXHIBIT "B"
(p. 2)

EXHIBIT C

CERTIFICATION OF INTERPRETER

I, MICHAEL B. TOLCOTT, do hereby affirm that I am qualified to translate written Spanish into written English, and do affirm that I prepared the typed English translation of the document written in Spanish that has been attached to this pleading. The document in Spanish is attached as Exhibit "A" and the English translation is attached as Exhibit "B." I further affirm that the document typed in English and prepared by me reflects a true and accurate translation of the original document written in Spanish.

The statements contained in this Certification are true and correct to the best of my knowledge, information and belief. I make this Certification subject to the penalties provided in 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

s/ Michael B. Tolcott
MICHAEL B. TOLCOTT

DATE: 4/24/08

EXHIBIT "C"

EXHIBIT D

Lo Último

IM Email

Willie Colón demandó a Rubén Blades

El cantante panameño dijo no entender la demanda y juró no volver a subirse en una tarima con el famoso trombonista que lo proyectó en la salsa



Rubén Blades
GETTY IMAGES

Los salseros Willie Colón y Rubén Blades, quienes vivieron juntos tiempos gloriosos en la salsa, están en pleitos legales. El intérprete de "Pedro Naveja", dijo este martes en conferencia de prensa desde Panamá, que nadie le había notificado de la querrela y que se había enterado del asunto por los periódicos.

"Yo sinceramente no entiendo esto", manifestó Blades, quien expresó pesar por la demanda que le puso Colón por supuesto incumplimiento de contrato en un exitoso concierto que realizaron juntos en el 2003 en Puerto Rico, donde celebraron los 25 años del álbum *Siembra*.

El ahora ministro de Turismo de Panamá negó que existiera un acuerdo con Colón en el cual se establecía que para ese espectáculo él se encargaría de todos los aspectos comerciales, incluyendo el cobro de 350 mil dólares a los promotores y el pago de 175 mil dólares al trombonista por su participación. Blades explicó que Arturo Martínez y Robert Morgato, quienes los representaron tanto a él como a Colón en el espectáculo, recibieron el dinero de los promotores de Puerto Rico y fueron los que malgastaron la mitad del pago.

El panameño, de 58 años, que juró no volver a subirse en una tarima con Colón, de 57, aseguró que no demandó a los dos representantes porque éstos no tenían plata: "Nunca en mi vida me había pasado esto. A mí también me robaron. Nos robaron a los dos", sostuvo Blades.

LA PARTE DE COLÓN

Por su parte, el abogado de Willie Colón, Juan Saavedra Castro, señaló a la agencia de noticias AP, que la demanda civil podría tratarse fuera de los tribunales si Blades le paga lo debido al intérprete de "El Gran varón".

"Colón siempre intentó mantener esto fuera de la luz pública y trató de resolverlo extrajudicialmente y, lamentablemente, no pudo hacerlo", indicó el representante legal del artista, quien explicó que su representado le reclama a Blades, 115 mil dólares, más el pago de intereses y honorarios de abogados.

EXHIBIT "D"
(p- 1)

"Colón siempre intentó mantener esto fuera de la luz pública y trató de resolverlo extrajudicialmente y, lamentablemente, no pudo hacerlo", indicó el representante legal del artista, quien explicó que su representado le reclama a Blades, 115 mil dólares, más el pago de intereses y honorarios de abogados.

Peopleenespanol.com contactó a la oficina de Willie Colón y nos informaron que por asuntos legales el artista no ofrecerá declaraciones.

EXHIBIT "D"
(p. 2)

<http://www.peopleenespanol.com/pespanol/articles/0,22490,1618881,00.html>

5/17/2007

EXHIBIT E

People en Español **“Lo Ultimo”**

5-17-07

Willie Colón sued Rubén Blades

The Panamanian singer [Ruben Blades] said he didn't understand the claim and he swore not to return to the stage with the famous trombonist [Willie Colón] who launched him into salsa music.

The salsa musicians Willie Colón and Rubén Blades, who lived glorious times together in salsa music, are now in the midst of litigation. The performer of “Pedro Navaja” said this Tuesday in a press conference from Panama that no one notified him of the dispute and that he learned about the matter from newspapers.

“I really don't understand this,” said Blades, who expressed disappointment with Colón's claim that Blades breached a contract for a successful concert that the two performed together in 2003 in Puerto Rico, where they celebrated 25 years since the album “Siembra.”

The current Minister of Tourism of Panama denied that there was an agreement with Colón establishing that for this concert Blades would be responsible for the commercial aspects, including the collection of \$350,000 from the promoters and the payment of \$175,000 to the trombonist [Colón] for his participation. Blades explained that Arturo Martinez and Robert Morgalo, who represented Blades as well as Colón in the show, received the money from the promoters from Puerto Rico and were the ones who misspent half of the money.

The Panamanian, 58 years old, who swore he wouldn't return to the stage with Colón, asserted that he didn't sue the two representatives [Martinez and Morgalo] because they didn't have money: “This had never happened to me in my life. They robbed me too. They robbed both of us,” maintained Blades.

COLÓN'S ROLE

For his part, Willie Colón's attorney, Juan Saavedra Castro, indicated to the news agency AP that the civil case could be settled out of court if Blades would pay what he owes to the performer of “El Gran Varón.”

“Colón always tried to keep this out of the public light and tried to resolve it out of court and, unfortunately, he wasn't able to do it,” said the artist's legal representative, who explained that his client was seeking \$115,000 plus interest and attorney fees.

Peoplenespanol.com contacted Willie Colón's office and was informed that for legal reasons the artist would not make a statement.

EXHIBIT “E”

EXHIBIT F

CERTIFICATION OF INTERPRETER

I, MICHAEL B. TOLCOTT, do hereby affirm that I am qualified to translate written Spanish into written English, and do affirm that I prepared the typed English translation of the document written in Spanish that has been attached to this pleading. The document in Spanish is attached as Exhibit "D" and the English translation is attached as Exhibit "E." I further affirm that the document typed in English and prepared by me reflects a true and accurate translation of the original document written in Spanish.

The statements contained in this Certification are true and correct to the best of my knowledge, information and belief. I make this Certification subject to the penalties provided in 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

s/ Michael B. Tolcott
MICHAEL B. TOLCOTT

DATE: 4/24/08

EXHIBIT "F"